

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES <b>1 of 2</b>		
2. AMENDMENT/MODIFICATION NO. <b>0005</b>		3. EFFECTIVE DATE <b>April 19, 1999</b>		4. REQUISITION/PURCHASE REQ. NO. <b>SC0600-99-0251/0252,AMDS</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>DEFENSE ENERGY SUPPORT CENTER</b> <b>8725 JOHN J. KINGMAN ROAD</b> <b>FT. BELVOIR, VA 22060-6200</b> <b>C. CREASON/ K. FANTASIA/PLC</b> <b>PHONE: 703-767-9551/9553</b>		CODE <b>SC0600</b>		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO. <b>SP0600-99-B-8000</b>	
				<b>X</b>		9B. DATED (SEE ITEM 11) <b>February 3, 1999</b>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
BIDDER CODE:				CAGE CODE:			
CODE				FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ X ] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning ___ copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted;or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
C. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<b>X</b> D. OTHER Specify type of modification and authority) <b>Clarification of inclusion of FAR clause</b>							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, [ ] is required to sign this document and return ___ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p><b>DESC Clause I237, Notice of Partial Small Business Set-Aside, as used in previous DESC solicitations is required by FAR 19.508(d). This amendment is hereby issued to clarify the inclusion of the clause in this solicitation.</b></p> <p style="text-align: center; margin-top: 20px;"><b>SEE NEXT PAGE</b></p>							
Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Charles Marvin Grubbs, Contracting Officer</b>			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

**THE FOLLOWING CLAUSE APPLIES ONLY TO PARTIAL SMALL BUSINESS SET-ASIDE LINE ITEMS THAT MAY BE CONTAINED IN THIS DOCUMENT.**

**I237 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUL 1996)**

(a) **DEFINITION.** **Small business concern**, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) **GENERAL.**

(1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.

(2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.

(3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected Contractor(s).

(4) The Contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

(c) **AGREEMENT.** For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic form. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-7)